

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 15	
1. CONTRACT PURCH ORDER/AGREEMENT NO. W56HZV-04-P-0342			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2004FEB10		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA4		
6. ISSUED BY TACOM WARREN BLDG 231 AMSTA-AQ-AHED ROBE POTOCKI (586)574-8077 WARREN, MICHIGAN 48397-5000 EMAIL: POTOCKIR@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL			CODE W56HZV		7. ADMINISTERED BY (If other than 6) DCMA NEW YORK FT. WADSWORTH BLDG. 120 207 NEW YORK AVE. STATEN ISLAND, NY 10305-5013 SCD: C PAS: NONE ADP PT: HQ0337			CODE S3310A		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR LARRY KING CORP. 13708 250TH STREET ROSEDALE, NY. 11422-2110 NAME AND ADDRESS TYPE BUSINESS: Other Small Business Performing in U.S.			CODE 0ATL1		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE			11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED	
14. SHIP TO SEE SCHEDULE			CODE		15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266			CODE HQ0337		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2	
16. TYPE OF ORDER		DELIVERY/ CALL		THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.							
PURCHASE		X		Reference your <input type="checkbox"/> Oral <input checked="" type="checkbox"/> Written Quotation _____, Dated 2003DEC11. LARRY KING furnish the following on terms specified herein.							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
<div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE											
FMS REQUIREMENT											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT
		SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA LOLA G. GAGE /SIGNED/ GAGEL@TACOM.ARMY.MIL (586)574-7183 BY: CONTRACTING/ORDERING OFFICER					25. TOTAL \$2,670.00		26. DIFFERENCES
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				31. PAYMENT <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

Name of Offeror or Contractor: LARRY KING CORP.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0001	SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 0000-00-000-0000 FSCM: 0ATL1 PART NR: HC067 SECURITY CLASS: Unclassified THE COST OF PACKAGING \$450. IS ADDED TO CLIN 0001AA. (End of narrative A001)																																		
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: HULL CELL W/HEAT,AIR 267 PRON: J537H752EH PRON AMD: 02 ACRN: AA AMS CD: BJA001 CUSTOMER ORDER NO: J53BJA01EHIS FMS CASE IDENTIFIER: IS-B-BJA <u>Packaging and Marking</u> BEST COMMERCIAL EXPORT PACKAGING. MARKING OF EXTERIOR PACK TO BE IN ACCORDANCE WITH MIL-STD-129N DATED 97 MAY 15. IN ADDITION TO THE MARKING REQUIREMENTS OF MIL-STD-129N THE OUTER PACKAGE SHALL BE MARKED WITH THE 14 DIGIT MILSTRIP AND THE PART NUMBER. BAR CODING NOT REQUIRED. (End of narrative D001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>001</td><td>BIS14N32050825</td><td>TA2BJA</td><td>L</td><td>TIS100</td><td>3</td></tr><tr><td></td><td>PROJ CD</td><td>BRK</td><td>BLK</td><td>PT</td><td></td></tr><tr><td></td><td></td><td></td><td></td><td>TIS002</td><td></td></tr></table> <table><tr><td>DEL REL CD</td><td>QUANTITY</td><td>DEL DATE</td></tr><tr><td>001</td><td>2</td><td>30-APR-2004</td></tr></table> FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (TIS002) GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE CO G AND B PACKING COMPANY	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	BIS14N32050825	TA2BJA	L	TIS100	3		PROJ CD	BRK	BLK	PT						TIS002		DEL REL CD	QUANTITY	DEL DATE	001	2	30-APR-2004	2	EA	\$ 605.00000	\$ 1,210.00
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																														
001	BIS14N32050825	TA2BJA	L	TIS100	3																														
	PROJ CD	BRK	BLK	PT																															
				TIS002																															
DEL REL CD	QUANTITY	DEL DATE																																	
001	2	30-APR-2004																																	

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Name of Offeror or Contractor: LARRY KING CORP.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>8 HOOK ROAD BAYONNE NJ 07002-5082</p> <p>MARK FOR: GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE ALON ISRAEL</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-04-P-0342/0000</p> <p>EARLY SHIPMENT IS ACCEPTABLE AT NO ADDITIONAL COST TO THE GOVERNMENT.</p> <p>PLEASE VERIFY "MARK FOR" ADDRESS WITH DCMC.</p> <p>ITEMS MUST BE INSPECTED BY A U.S. GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE PRIOR TO SHIPMENT. INSPECTION, ACCEPTANCE AND DD250 PROVISIONS ARE INCLUDED IN THIS ORDER.</p> <p>THE BEST SOURCE FOR HELP IN GOVERNMENT CONTRACTS IS YOUR AREA'S SMALL BUSINESS OFFICE AND/OR YOUR AREA DCMC. IF YOU STILL NEED ASSISTANCE CONTACT TACOM BUYER IN BLK 6.</p> <p>PLEASE MAIL ADDITIONAL COPY OF DD250 TO:</p> <p>US ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND ACQUISITION CENTER ATTN: AMSTA-AQ-ABS#319/SNAP WARREN, MI 48397-5001</p> <p>PLEASE FAX ADDITIONAL COPY OF DD250 TO:</p> <p>FAX MACHINE: (586)574-8047</p> <p>CONTRACTOR MUST CONTACT DCMC PRIOR TO SHIPMENT TO VERIFY SHIP TO ADDRESS.</p> <p>DCMC STANDS FOR DEFENSE CONTRACT MANAGEMENT CENTER.</p> <p>YOU MAY OBTAIN THE TELEPHONE NUMBER BY CONTACTING <u>INFORMATION</u> FOR THE COGNIZANT ADMINISTRATION OFFICE IN BLOCK 7 OF YOUR CONTRACT. YOU SHOULD THEN REQUEST THE PHONE NUMBER FOR THE ADMINISTRATIVE CONTRACTING OFFICER (ACO) ASSIGNED TO YOUR COMPANY. THE ACO WILL ALSO PROVIDE YOU THE NUMBER FOR YOUR TRANSPORTATION OFFICE AND THE GOVERNMENT QUALITY ASSURANCE (QAR) REPRESENTATIVE WHO WILL BE RESPONSIBLE FOR INSPECTING YOUR ORDER.</p> <p>(End of narrative F001)</p> <p>NSN: 0000-00-000-0000 FSCM: 0ATL1 PART NR: NC267</p>				

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Name of Offeror or Contractor: LARRY KING CORP.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	<p>SECURITY CLASS: Unclassified</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: LARRY CELL NO AIR/ROOM TEMP PRON: J537H752EH PRON AMD: 02 ACRN: AA AMS CD: BJA001 CUSTOMER ORDER NO: J53BJA01EHIS FMS CASE IDENTIFIER: IS-B-BJA</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 002 BIS14N32050826 TA2BJA L TIS100 3 <u>PROJ CD</u> <u>BRK BLK PT</u> TIS002 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 2 30-APR-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (TIS002) GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE CO G AND B PACKING COMPANY 8 HOOK ROAD BAYONNE NJ 07002-5082</p> <p>MARK FOR: GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE ALON ISRAEL</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-04-P-0342/0000</p>	2	EA	\$ 30.00000	\$ 60.00
0003	<p>NSN: 0000-00-000-0000 FSCM: 0ATL1 PART NR: TA403 SECURITY CLASS: Unclassified</p>				
0003AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: PHOSPHORIZED COPPERANODE FOR</p>	4	EA	\$ 25.00000	\$ 100.00

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Name of Offeror or Contractor: LARRY KING CORP.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>PRON: J537H752EH PRON AMD: 02 ACRN: AA AMS CD: BJA001 CUSTOMER ORDER NO: J53BJA01EHIS FMS CASE IDENTIFIER: IS-B-BJA</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 003 BIS14N32050827 TA2BJA L TIS100 3 PROJ CD BRK BLK PT TIS002 DEL REL CD QUANTITY DEL DATE 001 4 30-APR-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (TIS002) GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE CO G AND B PACKING COMPANY 8 HOOK ROAD BAYONNE NJ 07002-5082</p> <p>MARK FOR: GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE ALON ISRAEL</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-04-P-0342/0000</p>				
0004	<p>NSN: 0000-00-000-0000 FSCM: 0ATL1 PART NR: HC150 SECURITY CLASS: Unclassified</p>				
0004AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: PCB HULL CELL WITH HEATER/AIR PRON: J537H752EH PRON AMD: 02 ACRN: AA AMS CD: BJA001 CUSTOMER ORDER NO: J53BJA01EHIS FMS CASE IDENTIFIER: IS-B-BJA</p> <p><u>Packaging and Marking</u></p>	1	EA	\$ 925.00000	\$ 925.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 004 BIS14N32050828 TA2BJA L TIS100 3 <u>PROJ CD</u> <u>BRK BLK PT</u> TIS002 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 30-APR-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (TIS002) GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE CO G AND B PACKING COMPANY 8 HOOK ROAD BAYONNE NJ 07002-5082</p> <p>MARK FOR: GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE ALON ISRAEL</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-04-P-0342/0000</p>				
0005	<p>NSN: 0000-00-000-0000 FSCM: 0ATL1 PART NR: UT380 SECURITY CLASS: Unclassified</p>				
0005AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: COVERING POWR CENTERTAB BRASS PRON: J537H752EH PRON AMD: 02 ACRN: AA AMS CD: BJA001 CUSTOMER ORDER NO: J53BJA01EHIS FMS CASE IDENTIFIER: IS-B-BJA</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p>	5	EA	\$ 75.00000	\$ 375.00

Name of Offeror or Contractor: LARRY KING CORP.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	005 BIS14N32050829 TA2BJA L TIS100 3 PROJ CD BRK BLK PT TIS002 DEL REL CD QUANTITY DEL DATE 001 5 30-APR-2004 FOB POINT: Origin SHIP TO: PARCEL POST ADDRESS (TIS002) GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE CO G AND B PACKING COMPANY 8 HOOK ROAD BAYONNE NJ 07002-5082 MARK FOR: GOVERNMENT OF ISRAEL MINISTRY OF DEFENSE ALON ISRAEL CONTRACT/DELIVERY ORDER NUMBER W56HZV-04-P-0342/0000				

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CONTRACT CLAUSES

2	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
3	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
4	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
5	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
6	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
7	52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE	AUG/1996
8	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
9	52.247-29	F.O.B. ORIGIN	JUN/1988
10	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I dated Dec 2000)	DEC/2000
11	52.246-4005	INSPECTION AND ACCEPTANCE POINTS: ORIGIN (TACOM)	FEB/1995

(a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified herein. Inspection: ORIGIN Acceptance: ORIGIN

(b) Origin inspection shall take place at the site specified below:

LARRY KING CORP
13708 250TH STREET
ROSEDALE, NY 11422-2110

[End of Clause]

12	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
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(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

I certify that on ____ (date) ____, the ____ (insert Contractor's name) ____ furnished the supplies or services called for by Contract number ____ via ____ (Carrier) ____ on ____ (Identify the bill of lading or shipping document) ____ in accordance with all applicable requirements. I further certify that the supplies or services are of the quantity specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: _____

Signature: _____

Title: _____

[End of Clause]

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ADDITIONAL REQUIREMENTS (TACOM) (NOV 1983)

- (a) The Certificate of Conformance shall be executed by an official authorized to sign the contract.
- (b) In addition to the required distribution of the Certificate(s) as set forth in FAR 52.246-15, the Contractor shall distribute an additional copy of each Certificate to the Procuring Contracting Officer.

[End of Requirements]

13 252.223-7001 HAZARD WARNING LABELS DEC/1991

- (a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:
 - (1) Federal Insecticide, Fungicide and Rodenticide Act;
 - (2) Federal Food, Drug and Cosmetics Act;
 - (3) Consumer Product Safety Act;
 - (4) Federal Hazardous Substances Act; or
 - (5) Federal Alcohol Administration Act.
- (c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

<u>MATERIAL (If None, Insert None.)</u>	<u>ACT</u>
<hr/>	<hr/>
<hr/>	<hr/>

- (d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.
- (e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

14 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002) MAY/2002

- (a) Definitions. As used in this clause--
 - (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
 - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

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(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC

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20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

15 TACOM DETENTION OF CARRIER'S EQUIPMENT SEP/1978

The Contractor and subcontractor(s) shall allow the prompt and convenient access of carrier's equipment to loading docks or platforms where the supplies to be shipped will be placed for loading. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

16 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING DEC/2002

(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

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(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

17	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offer/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

18	52.215-4404 (TACOM)	DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY	MAY/2002
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(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

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[End of Clause]

19 52.225-4000 VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES APR/2000
(TACOM)

At least 10 days prior to the first shipment of supplies under this order, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this order.

[End of Clause]

20 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 MAR/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7326 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

21 52.246-4040 INSPECTION AND ACCEPTANCE -- COUNT AND CONDITION APR/2000
(TACOM)

The Government will inspect the supplies described Section B of the contract. The inspection will be limited to count and condition only. This limited inspection does not waive any other rights of the Government under this contract.

[End of Clause]

22 52.247-4004 MARKING REQUIREMENTS FOR EXPORT SHIPMENT MAY/1986
(TACOM)

Notwithstanding other requirements in this purchase order with respect to marking of shipments, all shipments moving through air or water terminals to destinations outside the U.S.A. will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), and MIL-STD-129N, Military Standard Marking for Shipment and Storage. The Contractor agrees to use Government-supplied DD Forms 1387 (Military Shipment Labels) or DD Forms 1387-1 (Military Shipping Tags) for such shipments, as appropriate per the guidance in MIL-STD-129N, and agrees to comply with shipping and marking instructions issued by the Administrative Contracting Officer (ACO). The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR AND WATER TERMINAL TRANSSHIPMENT POINTS, which is referenced elsewhere in this purchase order.
